

001215

REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

1. CERTIFICATE NUMBER
(FOR AUDITOR'S USE)

01/08

TO: CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT):
ENGINEERING & CAPITAL PROJECTS3. DATE: N/A
October 17, 2007

56

4. SUBJECT:

EXTENSION OF COOPERATIVE AGREEMENT FOR PREPARATION OF AN ENVIRONMENTAL DOCUMENT FOR SR-56/I-5 CONNECTOR RAMPS

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.)

Larry Van Wey, 533-3005, MS 612

6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.)

Brad Jacobsen, 533-3405, MS 612

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED



8. COMPLETE FOR ACCOUNTING PURPOSES

FUND					9. ADDITIONAL INFORMATION / ESTIMATED COST:
DEPT.					None with this action
ORGANIZATION					
OBJECT ACCOUNT					
JOB ORDER					
C.I.P. NUMBER					
AMOUNT					

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT	<i>[Signature]</i>	11/8/07	8	DEPUTY CHIEF	<i>[Signature]</i>	12/16/07
2	EAS	<i>[Signature]</i>	11/14/07	9	COO	- Not required -	
3	EOCP- EXEMPT			10	CITY ATTORNEY	<i>[Signature]</i>	12/14/07
4	COUNCIL LIAISON OFFICE	<i>[Signature]</i>	11/16/07	11	ORIG. DEPT	<i>[Signature]</i>	12/17/07
5	FACILITIES FINANCING	<i>[Signature]</i>	11/20/07	DOCKET COORD: <i>[Signature]</i> COUNCIL LIAISON <i>[Signature]</i>			
6	FINANCIAL MANAGEMENT	<i>[Signature]</i>	12/4/07	<input checked="" type="checkbox"/> COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input type="checkbox"/> REFER TO: _____ COUNCIL DATE: 1/8/08			
7	AUDITOR	<i>[Signature]</i>	12/10/07				

11. PREPARATION OF: ☐ RESOLUTIONS ☒ ORDINANCE(S) ☐ AGREEMENT(S) ☐ DEED(S)

Authorizing the Mayor to execute an amendment to a Cooperative Agreement with Caltrans for the preparation of an EIR/EIS for the northbound connector ramps at the SR-56/I-5 Interchange, extending the termination date of the Agreement to December 31, 2010 or to the date of the certification of the environmental document, whichever comes first.

11A. STAFF RECOMMENDATIONS:

Approve the ordinances

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)

COUNCIL DISTRICT(S): 1

COMMUNITY AREA(S): Carmel Valley

ENVIRONMENTAL IMPACT: This activity is not a "project" and is therefore exempt from CEQA pursuant to State CEQA Guidelines, Section 15060(c)(3) Any construction activities related to this approval will be subject to environmental review.

HOUSING IMPACT: N/A

OTHER ISSUES: 6 votes required, per Charter Section 99

EXECUTIVE SUMMARY SHEET

DATE ISSUED: October 17, 2007 REPORT NO.: n/a (1472)
ATTENTION: Council President and City Council
ORIGINATING DEPARTMENT: Engineering and Capital Projects
SUBJECT: Extension of a Cooperative Agreement for the Preparation of an
Environmental Document for the SR-56/I-5 Connector Ramps
COUNCIL DISTRICT(S): 1
CONTACT/PHONE NUMBER: Brad Jacobsen, 619 533 3045

REQUESTED ACTION:

Council authorization for the Mayor to execute an amendment to a Cooperative Agreement with Caltrans for the preparation of an Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the northbound connector ramps at the SR-56/I-5 interchange, extending the termination date of the Agreement to December 31, 2010, or to the date of the certification of the EIR/EIS, whichever comes first.

STAFF RECOMMENDATION:

Staff recommends Council approval of the ordinance.

EXECUTIVE SUMMARY:

On September 9, 2003, the City and Caltrans entered into an Agreement with Caltrans for the preparation of an EIR/EIS for the northbound connector ramps at the SR-56/I-5 interchange. The termination date for this Agreement is December 31, 2007.

Preparation of the EIR/EIS will not be completed by the termination date in the Agreement, requiring an extension of the termination date. Certification of the environmental document is anticipated in late 2009.

Caltrans is requesting that the termination date for this Agreement be extended to cover the anticipated completion and certification dates. The termination date for the Agreement would be extended to December 31, 2010, or upon certification of the EIR/EIS, whichever comes first (a maximum 3-year extension).

Because this extension will extend the Agreement beyond five years' duration, Council approval via ordinance is required.

FISCAL CONSIDERATIONS:

None with this action

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

Council approved the Cooperative Agreement to fund the preparation of the EIR/EIS on September 9, 2003.

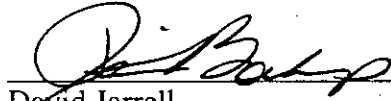
COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

N/A

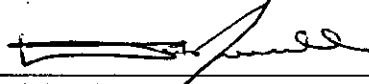
001218

KEY STAKEHOLDERS & PROJECTED IMPACTS:

Caltrans is the key stakeholder in this action.



David Jarrell
Interim Director,
Engineering & Capital Projects



Richard F. Haas
Deputy Chief of Public Works

ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN
DIEGO AUTHORIZING AN AMENDMENT TO A
COOPERATIVE AGREEMENT WITH CALTRANS FOR THE
STATE ROUTE 56/INTERSTATE 5 INTERCHANGE IN THE
CARMEL VALLEY COMMUNITY PLANNING AREA.

WHEREAS, On September 9, 2003, the City of San Diego [City] and Caltrans entered into an agreement for the preparation of an EIR/EIS for the northbound connector ramps at the SR-56/I-5 interchange [Agreement]; and

WHEREAS, preparation of the EIR/EIS will not be completed by the termination date in the Agreement, requiring an extension of the Agreement; and

WHEREAS, Caltrans is requesting that the termination date for this Agreement be extended to cover the anticipated completion and certification dates; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

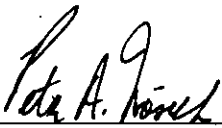
Section 1. That the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with Caltrans, for the preparation of an EIR/EIS for the northbound connector ramps at the SR-56/I-5 Interchange, extending the termination date of the Agreement to December 31, 2010 or to the date of the certification of the environmental document, whichever comes first under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR _____.

Section 2. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 3. This ordinance, having been introduced and adopted by a two-thirds vote of the members of the San Diego City Council pursuant to Section 99 of the Charter of the City of San Diego, shall take effect and be in force on the thirtieth day from and after its final passage.

Section 4. That this activity is not a "project" and is therefore exempt from CEQA pursuant to State CEQA Guidelines, Section 15060(c)(3). Any construction activities related to this approval will be subject to environmental review.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
Peter A. Mesich
Deputy City Attorney

PAM:cfq
12/12/07
Or.Dept:E&CP
O-2008-81

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

11-SD-5/56
PM 31.2/35.7
0.0/0.1
EA 11-177900
Agreement No. 11-8259/A1
I/C Improvements
Time Extension

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2007, is between the **STATE OF CALIFORNIA**, acting by and through its Department of Transportation, referred to herein as "**STATE**",

and the City of San Diego, a body politic and a municipal corporation of the State of California, referred to herein as "**CITY**".

RECITALS

1. The parties hereto entered into an Agreement (Document No. 015692, District Agreement Number 11-8259) on September 9, 2003, said Agreement stated CITY desires to implement improvements on Interstate 5 and State Route 56, referred to herein as "**PROJECT**". The said Agreement stated that the CITY will prepare the Environmental Impact Report and Environmental Impact Statement (EIR/EIS) and the Project Report (PR).
2. It has been determined that the EIR/EIS and PR will not be completed prior to the termination date of said Agreement

IT IS THEREFORE MUTUALLY AGREED

1. The termination date specified in Section III, Article 6 of the original Agreement is now December 31, 2010, instead of December 31, 2007.
2. Section III, Article 4 of the original Agreement is replaced in its entirety with the following article:

"4. All obligations of STATE and CITY under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC) and CITY.

3. Section III, Article 1 of the original Agreement is replaced in its entirety with the following article:

"1. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement."

4. Section III, Article 2 of the original Agreement is replaced in its entirety with the following article:

"2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement."

5. Section III, Article 7 is to be added to the original Agreement as follows:

"7. CITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be paid for by CITY, as a PROJECT cost."

6. Section III, Article 8 is to be added to the original Agreement as follows:

"8. CITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost."

7. Section III, Article 9 is to be added to the original Agreement as follows:

"9. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost."


8. All other terms and conditions of said Agreement (Document No. 015692) as amended shall remain in full force and effect.
9. This Amendment No. 1 to Agreement No. 11-8259 is hereby deemed to be a part of Document No. 015692.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Will Kempton
Director of Transportation

By: _____
Deputy District Director

Approved as to Form and Procedure:

By: 
Attorney
Department of Transportation

Certified as to Funds:

By: _____
District Budget Manager BK _____

Certified as to Financial Terms and Conditions:

By: 
Accounting Administrator

CITY OF SAN DIEGO

By: _____
Mayor

By: _____
City Attorney

By: _____
City Clerk

ORIGINAL

11-SD-5/56
PM 31.2R/35.7 &
0.00/0.05
EA 11-177900
Agreement No. 11-8259

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, entered into effective on **SEP 09 2003**, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

CITY OF SAN DIEGO, a
municipal corporation of the
State of California, referred to
herein as "CITY".

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code Section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the City of San Diego.
2. CITY desires to implement State highway improvements consisting of interchange improvements on Route I-5/56. The State highway improvements may include, but are not limited to, direct connections by constructing two connector ramps, one from southbound I-5 to eastbound SR-56 and the other from westbound SR-56 to northbound I-5 and improving the freeway ramps and local streets located at El Camino Real, Carmel Valley Road and Del Mar Heights Road, referred to herein as PROJECT.
3. CITY desires to have STATE perform reimbursed survey work, not to exceed \$30,000, which includes but not limited to, planning level topographic mapping, preparation of alignments of existing highway and city roads and incorporation of as-built mapping into topographic mapping.
4. The parties hereto desire to define herein the terms and conditions under which environmental and other studies will be conducted, and how the Environmental Impact

DOCUMENT NO. **RR-298357-2**

FILED **SEP 09 2003**
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Report/Environmental Impact Statement (EIR/EIS) and Project Report for PROJECT will be prepared.

SECTION I

CITY AGREES:

1. To fund one hundred percent (100%) of all Preliminary Engineering and Environmental costs as shown on Exhibit A, attached to this Agreement for reference.
2. To furnish, at no cost to STATE, qualified project staff to perform oversight on the traffic impacts and environmental studies performed by the consultants on local streets.
3. To Permit STATE to monitor and participate in the selection of those CITY personnel and consultants who will conduct environmental studies. CITY agrees to consider any reasonable request by STATE to discontinue the services of any CITY personnel or consultant considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with scope of work and/or other pertinent criteria.
4. To furnish STATE with a PROJECT work plan and schedule for STATE oversight of PROJECT and to promptly notify STATE's Project Manager of any changes to the PROJECT schedule related to STATE oversight of Project submittals.
5. To make written application to STATE for necessary encroachment permits authorizing entry onto STATE's right of way to perform surveying and other investigative activities required for preparation of the PROJECT. If CITY uses consultants rather than CITY staff to perform such investigative activities, the consultant will also be required to obtain an encroachment permit.
6. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT responsibility. STATE shall provide copies of STATE utility records to CITY for this purpose at no cost to CITY.
7. To promptly pay STATE the amount of \$10,000 upon receipt of state invoice, which figure represents STATE's estimate of the reasonable cost of survey mapping work for PROJECT. CITY agrees to reimburse STATE for any actual survey work costs exceeding

STATE's reasonable cost estimate of \$10,000 upon receipt of invoice from STATE. City total obligation for survey mapping work is not to exceed \$30,000.

8. CITY will obtain necessary environmental clearances.
9. Contact Personnel:

Larry Van Wey
City of San Diego
1010 Second Ave. Suite 800
San Diego, CA 92101-4904
(619) 533-3005

SECTION II

STATE AGREES:

1. To provide prompt reviews and approvals of CITY submittals as defined in the PROJECT workplan and schedule approved by the STATE's Project Manager. Any changes to the PROJECT workplan and schedule must receive prior concurrence from STATE's Project Manager to ensure timely review of submittals by CITY.
2. To timely assist CITY in ascertaining the scope of alternatives to be studied as part of the PROJECT. STATE also shall provide CITY with copies of necessary regulations, policies, procedures, manuals, standard plans and specifications, and other standards required to define the scope of work for the preparation of the PROJECT
3. To issue, at no cost to CITY, upon proper application by CITY, an encroachment permit to CITY authorizing entry onto STATE's right of way to perform traffic studies and other investigative activities required for preparation of PROJECT. If CITY uses consultants rather than its own staff to perform required work, those consultants will also be required to obtain an encroachment permit. The permits will be issued at no cost upon proper application by the consultants.
4. To perform reimbursed survey work consisting of preparing planning level topographic mapping, surveying and preparation of alignments of existing highway and city roads within limits of PROJECT area, and incorporating as-built mapping into topographic mapping. Surveying will be performed in accordance with current State standards, procedures, and policies.

5. Upon execution of this agreement, to invoice CITY in the amount of \$10,000 for performance of survey mapping work. State agrees to promptly refund to CITY any unused funds or to invoice CITY for any amount exceeding STATE's reasonable costs for the survey mapping work.
6. Contact Personnel:

Arturo Jacobo
California Department of Transportation
P.O. Box 85406
San Diego, CA 92186-5406
(619) 688-6816

SECTION III

IT IS MUTUALLY AGREED:

1. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
2. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless CITY, its officers, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in

connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

3. Subject to availability of funding, CITY is authorized to perform any additional tasks deemed necessary to accomplish CITY obligations hereunder, provided such additional tasks are not explicitly reserved by STATE
4. All obligations of STATE and CITY under the terms of this agreement are subject to the appropriation of resources by the Legislature, state Budget Authority, and the allocation of resources by the California Transportation Commission and the City of San Diego.
5. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto. If this Agreement is terminated, CITY will bear all reasonable cost incurred by STATE for survey mapping work, and STATE shall promptly refund any funds remaining from the reasonable surveying cost payment to CITY.
6. Except as otherwise provided in this Agreement, this Agreement shall terminate upon completion of the PROJECT as evidenced by certification of EIR/EIS and the Project Report, or on December 31, 2007, whichever is earlier in time.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

JEFF MORALES
Director of Transportation

By: Allan Kosup
ALLAN KOSUP
District Division Chief, Program/Project Mgmt.

CITY OF SAN DIEGO

[Signature]
City Manager

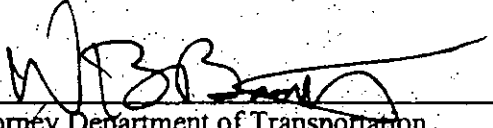
Attest: [Signature]
City Attorney

Certified as to funds:

By: [Signature]
District Budget Manager BK [Signature]

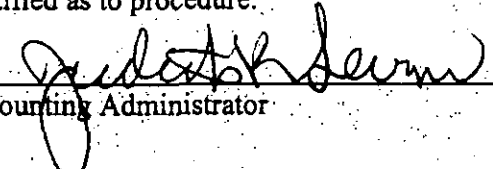
By: _____

Approved as to form and procedure:

By: 
Attorney Department of Transportation

By: _____

Certified as to procedure:

By: 
Accounting Administrator

By: _____

EXHIBIT A**City of San Diego Funding**

	Amount	City of San Diego Matching Funds
Federal Coordinated Borders Infrastructure (CBI)	\$ 1,942,000	\$ 485,500
Federal High Priority Demonstration funds (DEMO)	\$ 375,298	\$ 93,824
Additional Funding Section 330 Surface Transportation Funds	\$1,490,250	No City Matching Funds
TOTAL	\$ 3,807,548	\$ 579,324

Note: total CITY obligation estimated to be \$579,324 based on Federal sources and CITY's 20% matching (combined federal and local amounts) funds. If it is anticipated that PROJECT costs will exceed this amount, CITY will seek to increase these grants, seek other sources of funds, down scope PROJECT, or terminate project. STATE will not be obligated to pay any costs of PROJECT.

RESOLUTION NUMBER R- 298357ADOPTED ON SEP 09 2003

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager is authorized to accept a Program Supplement for up to \$375,298 of Demonstration Funds, Fund 38522 for CIP 52-311.0, Interstate 5/State Route 56 Freeway Connectors.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$375,298 from Fund 38522 for CIP 52-311.0, Interstate 5/State Route 56 Freeway Connectors, contingent upon receipt of a fully executed Program Supplement for that amount.

BE IT FURTHER RESOLVED, that the City Manager is authorized to accept a Program Supplement in an amount for up to \$1,942,000 of Corridor Border Infrastructure Funds, Fund 38521 for CIP 52-311.0, Interstate 5/State Route 56 Freeway Connectors.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$1,942,000 from Fund 38521 for CIP 52-311.0, Interstate 5/State Route 56 Freeway Connectors, contingent upon receipt of a fully executed Program Supplement for that amount.

BE IT FURTHER RESOLVED, that City Manager is authorized to accept a Program Supplement for up to \$1,500,000 of Section 330 Surface Transportation Program Funds, pending a fully executed Program Supplement for CIP 52-311.0, Interstate 5/State Route 56 Freeway Connectors.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$1,500,000 for CIP 52-311.0, Interstate 5/State Route 56 Freeway Connectors, pending a fully executed Program Supplement for that amount.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to transfer \$40,000 from CIP 58-166.0, SR-56 and I-5 Bike Path Connect Study, to CIP 52-311.0, Interstate 5/State Route 56 Freeway Connectors within Fund 390066, TDA Bike Lane SANDAG Claim FY 2003.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to increase the Fiscal Year 2004 Capital Improvement Program Budget in an amount not to exceed \$1,540,000 in CIP 52-311.0, Interstate 5/State Route 56 Freeway Connectors of which \$1,500,000 is Section 330 Surface Transportation Program Funds pending a fully executed Program Supplement for that amount and \$40,000 is from Fund 390066.

BE IT FURTHER RESOLVED that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$40,000 from Fund 390066 for CIP 52-311.0, Interstate 5/State Route 56 Freeway Connectors.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend \$504,324 from Fund 79011 for CIP 52-311.0 for the purpose of providing the required local match for the Federal Demonstration and Corridor Border Infrastructure Funds.

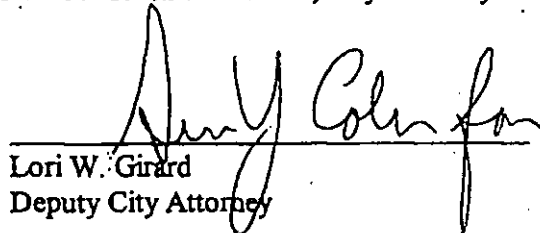
BE IT FURTHER RESOLVED that the City Manager is authorized to process an amendment to the Pacific Highlands Ranch Public Facilities Financing Plan in Fiscal Year 2004 or at the earliest possible time thereafter for CIP 52-311.0 Interstate 5/State Route 56 Freeway Connectors Project by adding \$504,324 in Fiscal Year 2004.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a consultant agreement with URS Corporation in an amount not to exceed \$1,969,100.73, a copy of which is on file in the office of the City Clerk as Document No. RR- 298357-1, for professional services related to CIP 52-311.0, Interstate 5/State Route 56 Freeway Connectors, contingent upon the City Auditor and Comptroller first certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

BE IT FURTHER RESOLVED that the City Manager is authorized to enter into a Cooperative Agreement with the California Department of Transportation for the Interstate 5/State Route 56 Freeway Connectors Project, a copy of which is on file in the office of the City Clerk as Document No. RR- 298357-2, contingent upon the City Auditor and Comptroller first certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: CASEY GWINN, City Attorney

By


Lori W. Girard
Deputy City Attorney

SYC:LWG:sc:lc
08/27/03
Aud.Cert:2400243
Or.Dept: E&CP
R-2004-223

Passed and adopted by the Council of San Diego on September 9, 2003, by the following vote:

**YEAS: PETERS, ZUCCHET, ATKINS, LEWIS, MAIENSCHIN, FRYE, INZUNZA,
MAYOR MURPHY**

NAYS: NONE

NOT PRESENT: MADAFFER

AUTHENTICATED BY:

DICK MURPHY

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Manuel E. Ketcham, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-298357 passed and adopted by the Council of The City of San Diego,
California on September 9, 2003.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Manuel E. Ketcham, Deputy

001237

EA: 11- 177900	EXPENDITURE FUNDING PLAN COOPERATIVE AGREEMENT 11- 8259 WITH CITY OF SAN DIEGO				
	Loaded Rates	FY 03/04	FY 04/05	TOTAL	Amount
DIVISION	PY	PY	PY	PY	\$
DESIGN					
Sr. Trasp Engineer	0	0.05	0.05	0.10	
Transp Engineer/D	0	0.12	0.13	0.25	
ENVIRONMENTAL					
Env Planner	0	0.12	0.13	0.25	
SURVEYING					
Sr. Surveyor	119626/ Yr	0.014*	0.014*	0.028*	\$ 5,000
Surveyor	182985/Yr	0.014*	0.014*	0.028*	\$ 5,000
PPM					
Project Manager	0	0.05	0.05	0.10	
TOTAL	0	0.34	0.36	0.76	\$ 10,000

NOTE *:

Say Total Estimate for Survey work for the Project = \$10,000